

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM418891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Johnny Rockets Group, Inc.		06/20/2016	Corporation: CALIFORNIA
Johnny Rockets International, LLC		06/20/2016	Limited Liability Company: CALIFORNIA
Johnny Rockets Licensing, LLC		06/20/2016	Limited Liability Company: CALIFORNIA
Johnny Rockets Licensing Canada, LLC		06/20/2016	Limited Liability Company: DELAWARE
Johnny Rockets Holding Co.		06/20/2016	Corporation: DELAWARE
JR Group Holdings LLC		06/20/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Neapolitan Group Holdings, LLC		
Street Address:	5200 Town Center Circle, Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2723665	ROCKET RETAIL	
Registration Number:	1448387	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Registration Number:	2672109	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Serial Number:	86911899	JOHNNY ROCKETS EST. 1986 AMERICAN ORIGIN	
Registration Number:	1951318	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Registration Number:	2726750	ROCKET DOUBLE	
Registration Number:	2726751	ROCKET SINGLE	
Registration Number:	5070184	STAY ORIGINAL	
Registration Number:	2672110	JOHNNY ROCKETS THE ORIGINAL HAMBURGER	
Registration Number:	2121050	"RED RED SAUCE"	
Registration Number:	4989548	THE FLAVORS OF ROUTE 66	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2129076	STREAMLINER
Registration Number:	3063348	ROCKET WINGS
Registration Number:	4150387	JOHNNY ROCKETS SPORTS LOUNGE
Registration Number:	1522028	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1436053	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Registration Number:	1740033	JOHNNY ROCKETS THE ORIGINAL HAMBURGER
Serial Number:	86747157	LOADED STREET
Serial Number:	86831515	JOHNNY ROCKETS EST. 1986 AMERICAN ORIGIN
Registration Number:	1436052	JOHNNY ROCKETS

CORRESPONDENCE DATA

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-5723

Email: carolyn.himmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W., Attentio

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	055183-0002
NAME OF SUBMITTER:	Carolyn Himmelfarb
SIGNATURE:	/Carolyn Himmelfarb/
DATE SIGNED:	03/08/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 20, 2016, is made by the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Neapolitan Group Holdings, LLC, as lender (the “Secured Party”).

RECITALS

A. Pursuant to that certain Secured Promissory Note in the original principal amount of \$\$41,045,864.96, dated as of June 20, 2016 by the Grantors in favor of the Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Subordinated Note”), the Secured Party has agreed to make certain financial accommodations to the Grantors upon the terms and subject to the conditions set forth therein.

B. Pursuant to that certain Pledge and Security Agreement, of even date herewith (the “Pledge and Security Agreement”), each Grantor has granted to Secured Party a lien upon all the present and future rights, title, and interest that such Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to continue to make financial accommodations under the Subordinated Note, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party, a Lien on all of its right, title and interest in, to and under the following collateral of such Grantor (the “Intellectual Property Collateral”):

(a) all of its Copyrights and all Licenses providing for grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on **Schedule 1** hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents and all Licenses providing for grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on **Schedule 1** hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(c) all of its Trademarks and all Licenses providing for grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule 1** hereto, together with all renewals and extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the lien granted to Secured Party pursuant to the Pledge and Security Agreement and Grantors hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the lien granted pursuant to the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and Licenses subject to a lien hereunder.

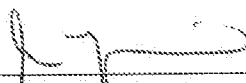
Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

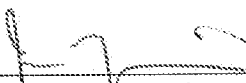
[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

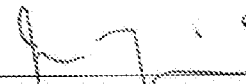
THE JOHNNY ROCKETS GROUP, INC.

By: 
Name: John M. Maguire
Title: President, CEO and Secretary

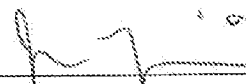
JOHNNY ROCKETS INTERNATIONAL, LLC

By: 
Name: John M. Maguire
Title: President, CEO and Secretary

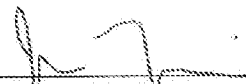
JOHNNY ROCKETS LICENSING, LLC

By: 
Name: John M. Maguire
Title: President, CEO and Secretary

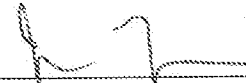
JOHNNY ROCKETS LICENSING CANADA, LLC

By: 
Name: John M. Maguire
Title: President, CEO and Secretary

JOHNNY ROCKETS HOLDING CO.

By: 
Name: John M. Maguire
Title: President, CEO and Secretary

JR GROUP HOLDINGS LLC

By: 
Name: John M. Maguire
Title: President, CEO and Secretary

~~CALIFORNIA ALL PURPOSE~~

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ *Massachusetts*

COUNTY OF *Hampden*

On *January 17*, 2017, before me, *Felicia Anne Leckie*, Notary Public, personally appeared John M. Maguire who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ that the foregoing paragraph is true and correct.

Massachusetts

WITNESS my hand and official seal.

Signature

[SEAL]

Felicia Anne Leckie

ACCEPTED AND AGREED
as of the date first above written:

Secured Party:

By: NEAPOLITAN GROUP HOLDINGS, LLC

By: 

Name: T. Todd Schwendenmann

Title: CFO, Treasurer and Secretary

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

TRADEMARKS

Mark	Mark Type	Application Number	Application Date	Registration Number	Registration Date
ROCKET RETAIL	Character mark	76388865	3/29/2002	2723665	6/10/2003
JOHNNY ROCKETS THE ORIGINAL HAMBURGER	Logotype	73618992	9/9/1986	1448387	7/21/1987
JOHNNY ROCKETS THE ORIGINAL HAMBURGER	Logotype	76388861	3/29/2002	2672109	1/7/2003
JOHNNY ROCKETS EST. 1986 AMERICAN ORIGINAL	Logotype	86911899	2/18/2016		
JOHNNY ROCKETS THE ORIGINAL HAMBURGER	Logotype	74642898	3/6/1995	1951318	1/23/1996
ROCKET DOUBLE	Character mark	76388855	3/29/2002	2726750	6/17/2003
ROCKET SINGLE	Character mark	76388862	3/29/2002	2726751	6/17/2003
STAY ORIGINAL	Standard character mark	86886629	1/26/2016	5070184	10/25/2016
JOHNNY ROCKETS THE ORIGINAL HAMBURGER	Logotype	76388864	3/29/2002	2672110	1/7/2003
"RED RED SAUCE"	Character mark	75125668	6/26/1996	2121050	12/16/1997
THE FLAVORS OF ROUTE 66	Standard character mark	86502554	1/13/2015	4989548	6/28/2016
BURGITUDE GOURMET BURGERS WITH ATTITUDE	Logotype	86916848	2/23/2016		
STREAMLINER	Character mark	75249142	2/27/1997	2129076	1/13/1998
ROCKET WINGS	Standard character mark	78581476	3/7/2005	3063348	2/28/2006
JOHNNY	Standard	77496496	6/11/2008	4150387	5/29/2012

ROCKETS SPORTS LOUNGE	character mark				
JOHNNY ROCKETS THE ORIGINAL HAMBURGER	Logotype	73733648	6/13/1988	1522028	1/24/1989
JOHNNY ROCKETS THE ORIGINAL HAMBURGER	Logotype	73618994	9/9/1986	1436053	4/7/1987
JOHNNY ROCKETS THE ORIGINAL HAMBURGER	Logotype	74251304	3/2/1992	1740033	12/15/1992
LOADED STREET	Standard character mark	86747157	9/3/2015		
JOHNNY ROCKETS EST. 1986 AMERICAN ORIGINAL	Logotype	86831515	11/25/2015		
JOHNNY ROCKETS	Character mark	73618993	9/9/1986	1436052	31874
BURGITUDE	Character mark	86891442	1/29/2016		